Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@capstonelawyers.com
Robert S. Myong (SBN 262097)
Robert.myong@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Daniel Villanueva

Electronically Filed by
Superior Court of California,
Contra Costa County
10/5/2026
By: S. Gonzalez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DANIEL VILLANUEVA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

MANCINI'S SLEEPWORLD, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. C24-02943

Assigned to the Hon. Julia Campins

[~~PROPOSED~~] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT AND JUDGMENT

Date: September 17, 2026
Time: 9:00 a.m.
Place: Department 10

Complaint Filed: October 31, 2024
Trial Date: None Set

Processed by Court on 10/5/2026 2:14 PM

Plaintiff Daniel Villanueva moves for final approval of his class action and PAGA settlement with defendant Mancini's Sleepworld, Inc. The Court granted preliminary approval on May 21, 2026. The tentative ruling is attached as Exhibit A.

A. Background and Settlement Terms

The original complaint was filed October 31, 2024, raising claims under PAGA and a class action on behalf of non-exempt employees alleging that defendant violated the Labor Code in various ways, primarily focused on the allegation that defendant failed to pay class members for all hours worked.

The settlement would create a gross settlement fund of $300,000. The class representative payment to plaintiff would be $10,000. Counsel's attorney's fees would be $100,000 (one-third of the settlement). Litigation costs would not exceed $20,000. The settlement administrator (Phoenix) would cap its costs at $6,900. PAGA penalties would be $80,000, resulting in a payment of $52,000 to the LWDA. The fund is non-reversionary.

The proposed settlement would certify a class of all current and former non-exempt, hourly-paid or commission-based employees who worked for Defendant in California at any time during the Class Period (December 1, 2022 through May 20, 2024), and who did not sign arbitration agreements with Defendant. The class is estimated at 47 members. The number of PAGA Aggrieved Employees is 271.

The class members will not be required to file a claim. Class members had the opportunity to object or opt out of the settlement. (Class members cannot opt out of the PAGA portion of the settlement.) No class members objected or opted out. The average payment to the class members is $1,768.09 and the highest is $5,016.10. The average estimated PAGA payment is $103.32 and the highest is $194.87.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Uncashed checks and checks returned as undeliverable would be cancelled and the amounts would be tendered to the State Bar's Greg E. Knoll Justice Gap Fund.

The settlement contains release language covering any claims "that are alleged, or which could have been alleged by reason of, or in connection with, any matter or fact set forth or referred to in the operative Complaint and previously filed Complaints in this Action, during the Class Period."

(Agreement, Par. 25, 53.)

Informal discovery was undertaken prior to mediation. The matter settled after extensive arms-length negotiations, which included a mediation session with an experienced mediator.

Counsel also has provided a summary of a quantitative analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. Plaintiff avers that the maximum exposure for defendant at trial was $1,162,272.95. The settlement is a little more than one quarter of that amount.

The LWDA was notified of the settlement.

Since the Court granted preliminary approval, notice was sent to the 47 class members. As stated above, no objections have been received. No requests for exclusion have been received. No notices were returned as undeliverable.

Counsel now specifies their litigation costs at $14,791.59.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement."

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.

(*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees, costs, and representative payment

Plaintiffs seek one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

Counsel have provided an estimate of their lodestar fee. They estimate that they have expended 248.3 hours to date, at reasonable rates of $625-$1,050 per hour. This results in a lodestar of $191,305. Counsel are experienced litigators, with substantial experience in similar actions.

The Court agrees that the lodestar cross check "does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." (*Lafitte, supra*, 1 Cal.5th at 505.) But the Court has a fiduciary duty to the class, and in some cases that duty requires that the fee be reduced.

A number of issues must be considered here. First, the fees were contingent on prevailing, and accordingly, some adjustment for the risk of loss is appropriate. As to preclusion of other employment, this case does not seem to have taken a considerable amount of time. On the other hand, the fees sought are proportionate. Another consideration is the result obtained. While it is substantially less than the

maximum exposure, this case also involves a small class and a relatively small PAGA group. Finally, some of counsel's higher rate billers did bill some of the larger amounts, but counsel also seems to have adequately apportioned the majority of the hours to billers at lower rates. Given that the entire lodestar amount is almost twice the requested fees, the Court finds no fault.

The Court awards the requested fees of $100,000.

The litigation costs are reasonable and are approved.

As to the requested representative payment of $10,000, Mr. Villanueva attests that he participated in the litigation, kept informed about the litigation, and remained ready to participate fully in discovery and, if necessary, trial. He estimates his time spent at between 25 and 35 hours. Based on the criteria for evaluation of such requests set forth in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807 (particularly the size of the award relative to the recovery), the Court approves payments of $7,500 each. The remainder reverts to the class.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. Additionally, Counsel clarified that there are 47 class members.

The Court finds that the settlement is fair, reasonable, and adequate, and grants the motion for approval, with the change in the representative payment as indicated. The Class Representative Enhancement Payment to Plaintiff Daniel Villanueva is approved in the amount of $7,500; the remaining $2,500 of the requested $10,000 reverts to the class. Five percent of Class Counsel's fee award, or $5,000.00, is to be kept in an interest-bearing account established by the Settlement Administrator until the completion of the distribution process and Court approval of a final accounting. Plaintiff shall file and serve a report/declaration summarizing all distributions made pursuant to the approved Settlement on or before June 17, 2027. The Court sets an OSC re Compliance with the terms of the Settlement for June 24, 2027 at 9:00 a.m.

Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. This document shall constitute a judgment (and separate document constituting said judgment) for purposes

of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 9/29/2026

Hon. Julia Campins

Hon. Julia Campins
Contra Costa County Superior Court Judge

Exhibit A

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 10
JUDICIAL OFFICER: JULIA CAMPINS
HEARING DATE: 09/17/2026
Line 10 — 9:00 AM
CASE NUMBER: C24-02943
CASE NAME: DANIEL VILLANUEVA VS. MANCINI'S SLEEPWORLD, INC.
***HEARING ON MOTION IN RE: (1) MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT.**

TENTATIVE RULING:

Plaintiff Daniel Villanueva moves for final approval of his class action and PAGA settlement with defendant Mancini's Sleepworld, Inc.. The Court granted preliminary approval on May 21, 2026.

A. Background and Settlement Terms

The original complaint was filed October 31, 2024, raising claims under PAGA and a class action on behalf of non-exempt employees alleging that defendant violated the Labor Code in various ways, primarily focused on the allegation that defendant failed to pay class members for all hours worked.

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The proposed settlement would certify a class all current and former non-exempt, hourly-paid or commission-based employees who worked for Defendant in California at any time during the Class Period (December 1, 2022 through May 20, 2024), and who did not sign arbitration agreements with Defendant. The class is estimated at 47 members.[1] The number of PAGA Aggrieved Employees is 271.

The class members will not be required to file a claim. Class members had the opportunity to object or opt out of the settlement. (Class members cannot opt out of the PAGA portion of the settlement.) No class members objected or opted out. The average payment to the class members is $1,768.09 and the highest is $5,016.10. The average estimated PAGA payment is $103.32 and the highest is $194.87.

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Informal discovery was undertaken prior to mediation. The matter settled after extensive arms-length negotiations, with included a mediation session with an experienced mediator.

Counsel also has provided a summary of a quantitative analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies.

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[1] The Settlement Agreement states that there are 49 class members. The Declaration of Kevin Lee on Behalf of the Phoenix Settlement Administrators states that there are 47. The calculations below reflect 47 class members ($83,100 in the class fund divided by 47). The discrepancy appears unexplained.

Plaintiff avers that the maximum exposure for defendant at trial was $1,162,272.95. The settlement is a little more than one quarter of that amount.

The LWDA was notified of the settlement.

Since the Court granted preliminary approval, notice was sent to the 47 class members. As stated above, no objections have been received. No requests for exclusion have been received. No notices were returned as undeliverable

Counsel now specifies their litigation costs at $14,791.59.

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The Court agrees that the lodestar cross check "does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." (*Lafitte*, *supra*, 1 Cal.5th at 505.) But the Court has a

fiduciary duty to the class, and in some cases that duty requires that the fee be reduced.

A number of issues must be considered here. First, the fees were contingent on prevailing, and accordingly, some adjustment for the risk of loss is appropriate. As to preclusion of other employment, this case does not seem to have taken a considerable amount of time. On the other hand, the fees sought are proportionate. Another consideration is the result obtained. While it is substantially less than the maximum exposure, this case also involves a small class and a relatively small PAGA group. Finally, some of counsel's higher rate billers did bill some of the larger amounts, but counsel also seems to have adequately apportioned the majority of the hours to billers at lower rates. Given that the entire lodestar amount is almost twice the requested fees, the Court finds no fault.

The Court awards the requested fees of $100,000.

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As to the requested representative payment of $10,000, Mr. Villanueva attests that he participated in the litigation, kept informed about the litigation, and remained ready to participate fully in discovery and, if necessary, trial. He estimates his time spent at between 25 and 35 hours. Based on the criteria for evaluation of such requests set forth in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807 (particularly the size of the award relative to the recovery), the Court approves payments of $7,500 each. The remainder reverts to the class.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The Court needs to clarify the number of class members, although the final number does not affect the Court's determination; rather the Court requires information to be clarified to ensure accuracy.

The motion is granted, with the change in representative payments as indicated. Counsel are directed to prepare an order reflecting this tentative ruling, and the other findings in the previously submitted proposed order and a separate judgment. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, the date for which should be obtained through consultation with the Department clerk. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **September 24, 2026,** I served the document described as **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT AND JUDGMENT** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

JEFFREY P. AMES
jeff@ameskaranjia.com
FREYAAN Y. KARANJIA
frey@ameskaranjia.com
JOHN M. MONTS
john@ameskaranjia.com
AMES KARANJIA LLP
2488 Historic Decatur Road,
Ste.100
San Diego, CA 92106

Attorneys for Defendants
MANCINI'S SLEEPWORLD, INC.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[**X**] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **September 24, 2026,** at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature